## ROBERT GRAY WILLIAMS, #068033 PEREZ, WILLIAMS & MEDINA 1 ATTORNEYS AT LAW A PARTNERSHIP INCLUDING A LAW CORPORATION 1432 DIVISADERO 2 FRESNO, CALIFORNIA 93721 Telephone (559) 445-0123 Facsimile (559) 445-1753 3 4 Attorneys for 5 **Plaintiffs** 6 7 IN THE UNITED STATES DISTRICT COURT 8 FOR THE EASTERN DISTRICT OF CALIFORNIA 9 FRESNO DIVISION 10 -000-11 GUADALUPE CASTANEDA, a minor, by ) CASE NO: 1:05-CV-00604-REC-DLB and through her Guardian ad Litem, RUMUALDO CASTANEDA; MARIANA ) 12 ORDER GRANTING PETITION DALLAS, a minor, by and through her TO COMPROMISE DISPUTED 13 Guardian ad Litem. ALICIA DALLAS: CLAIM OF MINOR ELPIDIA HERNANDEZ, a minor, by and through her Guardian ad Litem, MICAELA ) 14 HURTADO; ANDREA MORA, a minor, by ) 15 and through her Guardian ad Litem, LETECIA ORTEGON 16 17 Plaintiffs, Date: April 17, 2006 18 V. Time: 1:30 p.m. Courtroom: 1 19 ROBERT WENDEL; DALILA HERNANDEZ; LUCIANA NALDI; Judge: Robert E. Coyle 20 LIVINGSTON HIGH SCHOOL; MERCED ) UNION HIGH SCHOOL DISTRICT; MIKE AKERS; LIVINGSTON POLICE 21 DEPARTMENT; CITY OF LIVINGSTON ) 22 Defendants. 23 /// 24

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Upon the verified Petition of ALICIA DALLAS, hereinafter called petitioner, for approval of the proposed compromise of the above-named minor against ROBERT WENDEL; DALILA HERNANDEZ; LUCIANA NALDI; LIVINGSTON HIGH SCHOOL; and MERCED UNION HIGH SCHOOL DISTRICT hereinafter called payor, the Court finds that the facts set forth in said petition are true and that said compromise is in the best interests of said minor.

## IT IS THEREFORE ORDERED:

A. That said compromise as set forth in the petition and is hereby approved and that upon performance of the conditions of the settlement as set forth herein below that defendant, ROBERT WENDEL; DALILA HERNANDEZ; LUCIANA NALDI; LIVINGSTON HIGH SCHOOL; and MERCED UNION HIGH SCHOOL DISTRICT, shall be fully and forever released and discharged of and from all claims, charges and demands of said minor arising from the incident mentioned in said petition.

B. Payor shall disburse the proceeds of the settlement hereby approved in the following manner:

By one or more checks or drafts drawn payable by order of petitioner and Perez, Williams & Medina, the petitioners are hereby authorized and directed to pay out of the proceeds of the up-front cash and remaining balance of the advance as follows:

<b>Settlement Amount:</b>		\$45,000.00
A.	TO PEREZ, WILLIAMS & MEDINA for Case Costs	\$ 580.40
В.	TO PEREZ, WILLIAMS & MEDINA, for attorneys' fees (25% of \$44,419.60)	\$11,104.90
	TOTAL DEDUCTIONS	\$11,685.30
	NET TO CLIENT:	\$33,314.70

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That the net sum of \$33,314.70 payable to the minor, MARIANA DALLAS, is to deposited at Merced School Employee Federal Credit Union Bank located at 1021 Olivewood Drive, Merced, California 95348, in the name of petitioner as trustee for said minor, not to be withdrawn without a certified copy of an Order of Withdrawal first obtained from the U.S. District Court in this proceeding or upon the application of MARIANA DALLAS, on or after August 1, 2007, when she has attained the age of majority.

Dated: \_\_\_\_, 2006

\_/s/ ROBERT E. COYLE\_\_\_\_\_ U.S. DISTRICT COURT JUDGE